



Pullman Leasing Company

200 South Michigan Avenue
Chicago, Illinois 60604
(312) 322-7070

RECORDATION NO. *6643-8* Filed 1425

October 14, 1987

OCT 19 1987 - 10 35 AM

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission
Office of Recordation
Room 2303
12th & Constitution Avenue
Washington, D.C. 20423

Date *10/19/87*
Fee *10.00*
ICC Washington, D.C.

Re: Filing
Supplemental Agreement
Dated as of July 1, 1986
Equipment Trust Agreement
Dated as of June 15, 1972
(Series 3)

Gentlemen:

Enclosed for recording under Section 49 U.S.C. 11303 are three executed counterparts of the Supplemental Agreement (hereinafter referred to as the "Supplement") dated as of August 1, 1987 to the Equipment Trust Agreement (hereinafter referred to as the "Agreement") dated as of June 15, 1972 between Continental Illinois National Bank and Trust Company of Chicago, as Trustee (hereinafter referred to as the "Trustee") and Pullman Transport Leasing Company. The Agreement was filed with the Commission on June 26, 1972 and was assigned Recordation Number 6643.

The Agreement has been amended from time to time by Supplemental Agreements which have been filed with the Commission. The most recent Supplemental Agreement dated as of September 30, 1986 was filed with the Commission on November 5, 1986 and was assigned Recordation No. 6643-R.

Under the Agreement, the Trustee leases the Trust Equipment described therein to the Company.

The Supplement was entered into by Signal Capital Corporation, formerly known as Pullman Leasing Company, Pullman Rail Leasing Inc. and the Trustee for the purpose of deleting from the Agreement units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed, and to substitute therefore other units of equipment.

I am also enclosing a check payable to the order of the Interstate Commerce Commission in the amount of \$10.00 as the fee for recording the Supplement.

Continental Illinois National Bank and Trust Company of Chicago

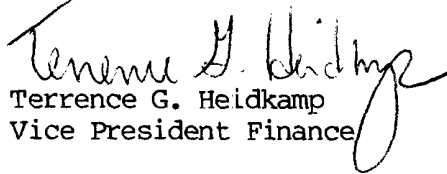


ICC- Office of Recordation
October 14, 1987
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Pursuant to the Commission's rules and regulations for recording of certain documents under Section 49 U.S.C. 11303, please duly file one of the enclosed counterparts for record in your office and return the remaining copies, together with the Certificate of Recording, to the messenger making this delivery.

If you have any questions concerning this request, please call me collect.

Very truly yours,


Terrence G. Heidkamp
Vice President Finance

TGH:pn
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

10/19/87

Terrence G. Heidkamp
Vice President Finance
Pullman Leasing Co.
200 South Michigan Avenue
Chicago, Illinois 60604

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/19/87 at 10:35am, and assigned recordation number(s). 6643-S

Sincerely yours,

Norita K. McGehee
Secretary

Enclosure(s)

SE-30
(7/79)

RECORDATION NO. 6643-8 Filed 1425

OCT 19 1987 10 35 AM

INTERSTATE COMMERCE COMMISSION

EXECUTED IN 6 COUNTERPARTS

COUNTERPART NO. 3

PULLMAN TRANSPORT LEASING COMPANY

EQUIPMENT TRUST

(Series 3)

SUPPLEMENTAL AGREEMENT NO. 16

Dated as of August 1, 1987

TO

THE EQUIPMENT TRUST AGREEMENT

Dated as of June 15, 1972

BY AND BETWEEN

Continental Illinois National Bank
and Trust Company of Chicago
Trustee

AND

Pullman Transport Leasing Company

SUPPLEMENTAL AGREEMENT NO. 16
EQUIPMENT TRUST AGREEMENT
DATED AS OF JUNE 15, 1972
(Series 3)

This Supplemental Agreement (hereinafter called the "Supplemental Agreement"), dated as of August 1, 1986 by and between Continental Illinois National Bank and Trust Company of Chicago, a national banking association incorporated and existing under the laws of the United States, as Trustee (hereinafter called the "Trustee"), and Signal Capital Corporation, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company").

WHEREAS, the Trustee and Pullman Transport Leasing Company, entered into an Equipment Trust Agreement, dated as of June 15, 1972 and have heretofore supplemented and amended such Equipment Trust Agreement (which Equipment Trust Agreement, as so amended, is hereinafter called the "Equipment Trust Agreement"); and

WHEREAS, the Trustee, Pullman Rail Leasing Inc., formerly known as Pullman Transport Leasing Company, and the Company, formerly known as Pullman Leasing Company, entered into a Supplemental Agreement dated as of February 26, 1981 whereby the Company assumed as primary obligor, jointly and severally with Pullman Rail Leasing Inc., pursuant to the guaranty endorsed on the Trust Certificates, the prompt payment of the principal and interest on the Trust Certificates and the due and punctual performance and observance of all the terms, covenants and conditions of the Equipment Trust Agreement to be kept or to be performed by the Company; and

WHEREAS, the Trustee, Pullman Rail Leasing Inc. and the Company entered into a Supplemental Agreement dated as of September 30, 1986 whereby the Company assumed as sole obligor the prompt payment of the principal and interest on the Trust Certificates and the due and punctual performance and observance of all of the terms, covenants and conditions of the Equipment Trust Agreement to be kept and performed by Pullman Rail Leasing Inc.; and

WHEREAS, several units of the Trust Equipment, as defined in the Equipment Trust Agreement, have become worn out, unsuitable for use, lost or destroyed and have been reported by the Company to the Trustee as required by Section 5.08 of the Equipment Trust Agreement; and

WHEREAS, in accordance with Section 5.06 of the Equipment Trust Agreement, the Company wishes to convey to the Trustee other Equipment, as defined in the Equipment Trust Agreement, which has a value to the Company of not less than the value of such units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed in lieu of delivering to the Trustee cash equal to the value of such units of Trust Equipment; and

WHEREAS, Section 12.01 of the Equipment Trust Agreement authorizes the Trustee and the Company to enter into an agreement or agreements supplemental to the Equipment Trust Agreement which do not adversely affect the interests of the holders of Trust Certificates, as defined in the Equipment Trust Agreement, without the consent of such holders; and

WHEREAS, pursuant to the provisions of Section 12.01 of the Equipment Trust Agreement, the Equipment Trust Agreement heretofore has been supplemented by Supplemental Agreement dated as of August 8, 1972; Supplemental Agreement dated as of September 26, 1972; Supplemental Agreement dated as of May 22, 1973; Supplemental Agreement No. 4 dated as of August 15, 1973; Supplemental Agreement No. 2 dated as of March 18, 1974; Supplemental Agreement No. 3 dated as of August 15, 1974; Supplemental Agreement No. 4 dated as of December 1, 1975; Supplemental Agreement No. 5 dated as of January 16, 1976; Supplemental Agreement No. 6 dated as of November 1, 1977; Supplemental Agreement No. 7 dated as of January 1, 1979; Supplemental Agreement No. 8 dated as of November 15, 1979; Supplemental Agreement dated as of February 26, 1981; Supplemental Agreement No. 9 dated as of May 15, 1981; Supplemental Agreement No. 10 dated as of December 1, 1982; Supplemental Agreement No. 11 dated as of July 15, 1983; Supplemental Agreement No. 12 dated as of December 1, 1983; Supplemental Agreement No. 13 dated as of July 1, 1984; Supplemental Agreement No. 14 dated as of May 1, 1986; and Supplemental Agreement No. 15 dated as of September 30, 1986; and

WHEREAS, the Trustee and the Company desire to enter into the Supplemental Agreement to permit such substitution of units of Equipment for the units of Trust Equipment, which heretofore have become worn out, unsuitable for use, lost or destroyed.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Trustee and the Company agree as follows:

1. Attached hereto as Schedule A is a list of units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed since December 31, 1985. Each of such units of Trust Equipment is hereby deleted from Schedule A to the Equipment Trust Agreement.
2. Attached hereto as Schedule B is a list of units of Equipment which are to be conveyed by the Company to the Trustee in accordance with Section 5.06 of the Equipment Trust Agreement in substitution of the units of Trust Equipment listed in Schedule A hereto. Upon such conveyance by the Company, such units of Equipment shall be substituted for units of Trust Equipment listed in Schedule A hereto and shall become Trust Equipment.
3. The Equipment Trust Agreement, as further amended by the Supplemental Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the Trustee and the Company have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

Attest:

Continental Illinois National Bank
and Trust Company of Chicago,
as Trustee

Diane L. Jarmick
Trust Officer

By: [Signature]
Vice President

Attest:

Signal Capital Corporation

[Signature]
Assistant Secretary

By: [Signature]
Vice President

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, V. W. [Signature], a Notary Public in and for such county and state, do hereby certify that J. C. Mull Jr., personally known to me to be VICE PRESIDENT of Continental Illinois National Bank and Trust Company of Chicago, and DIANE T. B. SCHMIDT, personally known to me to be TRUST OFFICER, of said Bank, and personally known to me to be the same persons whose names are subscribed to the foregoing Supplemental Agreement, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as VICE PRESIDENT and TRUST OFFICER of said Bank and caused the seal of said Bank to be affixed thereto, pursuant to authority as their free and voluntary act and as the free and voluntary act and deed of said Bank, for uses and purposes therein set forth.

Given under my hand and notarial seal this 24th day of October, 1987.

[Signature]
Notary Public

My commission expires

My Commission Expires July 31, 1988

STATE OF NEW HAMPSHIRE)
) SS
COUNTY OF ROCKINGHAM)

I, _____, a Notary Public in and for such County and State, do hereby certify that _____, personally known to me to be a Vice President of Signal Capital Corporation, a Delaware corporation, and _____, personally known to me to be an Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing Supplemental Agreement appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of August, 1987.

Notary Public

My commission expires

SCHEDULE A
EQUIPMENT TRUST AGREEMENT
DATED AS OF JUNE 15, 1972
(Series 3)

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Value</u>	<u>Equipment first put into use no later than</u>
1	4475 cu. ft., 100-ton capacity covered hopper car	TLCX 26072	\$ 6,207.19	3/71
1	4740 cu. ft., 100-ton capacity covered hopper car	TLCX 31087	4,976.36	3/71
4	4740 cu. ft., 100-ton capacity covered hopper car	PTLX 31848, TLCX 31831, TLCX 31833, TLCX 31844	27,711.32	3/72
2	5820 cu. ft., 100-ton capacity covered hopper car	PTLX 41186, PTLX 41469	19,016.35	2/72
8	TOTAL		\$ 57,911.22	

SCHEDULE B
EQUIPMENT TRUST AGREEMENT
DATED AS OF JUNE 15, 1972
(Series 3)

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Original Cost</u>	<u>Value</u>	<u>Equipment first put into use no later than</u>
<u>8</u>	13,500 gal. tank cars	TLDX 113000 - 113007	<u>\$157,643.71</u>	<u>\$ 60,219.90</u>	5/70